

Institutional Controls at the City of Coalinga Operable Unit (Atlas Asbestos Mine and Coalinga Asbestos Mine Superfund Sites)

PREPARED FOR: United States Environmental Protection Agency (USEPA), Region 9
PREPARED BY: CH2M HILL
DATE: May 25, 2006

Institutional controls are non-engineering methods by which access to contaminated environmental media is restricted. This technical memorandum summarizes the results of an evaluation of institutional controls for the City of Coalinga Operable Unit (City OU) at the Atlas Asbestos Mine and Coalinga Asbestos Mine Superfund Sites.

A Record of Decision (ROD) for the City OU was signed on July 19, 1989. One component of the remedy selected in the ROD included placement of a deed restriction at the location of the waste management unit (WMU). The deed restriction was intended to prevent the disturbance of the cap and possible release of asbestos fibers and nickel contaminants from the site. Two 5-year reviews have been performed since the ROD was issued in 1989. The first 5-year review, completed in April 1996, reported that the institutional controls were adequate (E&E 1996). The second 5-year review, completed in September 2001, noted that the deed restriction specified in the ROD was in place and that no activities were observed that would have violated the effectiveness of the institutional control (USEPA 2001).

The restricted portion of the City OU comprises one parcel, Fresno County Assessor Parcel Number 083-020-59. The preliminary title report for this parcel includes a deed restriction recorded June 22, 1990, which was applicable to the WMU that was to be constructed as part of the remedy. On September 24, 1992 an amended deed restriction was recorded and provided a legal description of the area restricted under the June 22, 1990 deed restriction. The preliminary title report also identifies this deed restriction amendment. The preliminary title report for Parcel Number 083-020-59 and the September 24, 1992 deed restriction amendment are provided in Attachments 1 and 2, respectively.

During a recent review of the amended deed restriction, an error in the legal description of the WMU was noted. Kennedy/Jenks Consultants, on behalf of Union Pacific Railroad, consequently initiated a new survey of the WMU in February 2006 to correctly identify the boundaries of the site. The revised legal description should be included in future land-use restrictions for the site. The results of the February 2006 survey are included in Attachment 3.

Deficiencies and Recommendations

The United States Environmental Protection Agency's (USEPA) Office of Regional Counsel, upon close scrutiny of the deed restriction and amended deed restriction, has concluded

that neither is a legally enforceable instrument. The owner of the property unilaterally recorded these instruments without conveying a property interest to a grantee, and did not otherwise record it consistent with California's statutory and regulatory authority to impose land use restrictions to protect human health or safety or the environment as the result of the presence of hazardous materials on the land. Accordingly, the deed restrictions are legally deficient and do not run with the land (i.e., would not legally bind future owners of the property to these restrictions).

Additionally, although this information was not reported in the recent title search conducted for Parcel Number 083-020-59, the land that contains the City OU WMU is currently owned by the City of Coalinga pursuant to a "Stipulated Judgment Quieting Title, APN: 900-700-12 (formerly APN 083-020-59SU)", issued by the United States District Court for the Eastern District of California on October 21, 2005 (Case: 1:05-CV-00210-OWW-SMS). A copy of this judgment is provided in Attachment 4. Accordingly, the City of Coalinga, as the new title owner, should be required to record a land use covenant, consistent with Title 22 California Code of Regulations (CCR) Section 67391.1, for the WMU, as recently surveyed in February 2006, so that such land use restriction runs with the land.

References

- Ecology and Environment (E &E). 1996. *City of Coalinga Operable Unit Five-Year Review*. March 29, 1996.
- United States Environmental Protection Agency (USEPA) 2001. *Coalinga Asbestos Mine Superfund Site Second Five-Year Review*. September 27, 2001.

Attachment 1
Preliminary Title Report



First American Title

3625 Fourteenth Street

Riverside, CA 92501

Melissa
CH2MHill
155 Grand Avenue
Oakland, CA 94612-3758
Phone:
Fax:

Customer Reference:

Order Number: 0625-2389522 (04)

Title Officer:	Joshua Guzman
Phone:	(951)787-1700
Fax No.:	(866)292-6890
E-Mail:	jrguzman@firstam.com
Owner:	Southern Pacific Trans Company
Property:	No Situs Address Coalinga, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of May 19, 2006 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

1992 ALTA Loan Policy (10-17-92)

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION, FORMERLY KNOWN AS
SOUTHERN PACIFIC TRANSPORTATION COMPANY

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2006-2007, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Taxes and assessments, if any, of the Pleasant Valley Water District.
4. An unrecorded lease dated February 4, 1954, executed by Southern Pacific Railroad Company, a California corporation, and Southern Pacific Company, a Delaware corporation as lessor and Standard Oil company of California, a Delaware corporation as lessee, as disclosed by a Short Form Oil and Gas Lease recorded September 2, 1954 in Book 3488, Page 253 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

Document(s) declaring modifications thereof recorded April 27, 1982 in Book 7898, Page 313 of Official Records.

5. The effect of a map purporting to show the land and other property, filed September 29, 1975 in Book 27, Page 55 of Record of Surveys.

6. A P.G. & E. power link right of way as disclosed on the map of Tract No. 2750, according to the map thereof recorded in Book 30, Pages 55 and 56 of Plats, Fresno County Records.
7. The fact that the land lies within the boundaries of the Coalinga Redevelopment Project Area, as disclosed by various documents of record.
8. Rights of the public in and to that portion of the land lying within Pacific Street.
9. The effect of a map purporting to show the land and other property, filed April 14, 1989 in Book 35, Pages 85 and 86 of Record of Surveys.
10. A Consent Decree as disclosed by a recorded notice.

Plaintiff: United States of America
Defendant: Southern Pacific Transportation Company
County: Fresno
Court: United States District Court Eastern District of California

Case No: CIV. S89-1081-EJG/JFM
Nature of Action: The United States, on behalf of the Administrator of the EPA, has filed a complaint in this matter pursuant to the Comprehensive Environmental Response, Compensation, Liability Act, 42 U.S.C. Sections 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, PUB. L. No. 99-499, 100 Stat. 1613 (1986), ("CERCLA"), seeking to compel the defendant to perform remedial actions and to reimburse the United States for response costs that have been and will be incurred by the United States in response to releases or threatened releases of hazardous Substances at the City of Coalinga operable unit site ("City of Coalinga Site" or "Site"), located at Coalinga, California.

Recorded: June 21, 1990, as Document No. 90072305, Official Records

Reference is made to said document for full particulars.

First Amended Consent Decree recorded July 27, 1990, as Document no. 90087770, Official Records.

Reference is made to said document for full particulars.

Deed Restriction recorded June 22, 1990, as Document No. 90072506, Official Records.

Reference is made to said document for full particulars.

Amended Deed Restriction recorded September 24, 1992, as Document no. 92146026, Official Records.

Reference is made to said document for full particulars.

11. The effect of a map purporting to show the land and other property, filed May 1, 1991 in Book 37, Page 47 of Record of Surveys.

12. The effect of an unrecorded easement for joint road use and incidental purposes, as disclosed by an Assignment of Easements and Rights-of-Ways, Jacalitos Field recorded October 23, 1996 as Instrument No. 96142607 of Official Records.

The location of the easement cannot be determined from record information.

13. Notice of pendency of action recorded December 15, 2004 as Instrument No. 2004-0280188 of Official Records.

Court:	Superior Court of the State of California County of Fresno
Case No.:	04CE CG 03544
Plaintiff:	City of Coalinga
Defendant:	Union Pacific Railroad Company, a Delaware Corporation, formerly known as Southern Pacific Transportation Company et al
Purpose:	Quiet title

14. Any failure to comply with the requirement of approval, consent, exemption or other action by or notice to or filing with the Surface Transportation Board of the U.S. Department of Transportation, or any public utility commission or other similar regulatory authority, relating to the abandonment, cessation of rail operations, or other disposition of that portion of the land lying within the railroad right of way.

15. Prior to the issuance of any policy of title insurance, the Company will require:

With respect to Union Pacific Railroad Company, a corporation:

- a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
- b. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
- c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

INFORMATIONAL NOTES

1. Basic rate applies.
2. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) Unknown Improvements known as No Situs Address, Coalinga, California.
3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None
4. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.
5. We find no open deeds of trust. Escrow please confirm before closing.
6. General and special taxes and assessments for the fiscal year 2005-2006 are exempt.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Coalinga, County of Fresno, State of California, described as follows:

ALL THAT PORTION OF THAT STRIP OF LAND AS ABANDONED BY SOUTHERN PACIFIC RAILROAD COMPANY PER ACT OF CONGRESS ON NOVEMBER 6, 1986, PUBLIC LAW 99-614 LYING IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 15 EAST, MOUNT DIABLO BASE AND MERIDIAN IN THE CITY OF COALINGA, COUNTY OF FRESNO, STATE OF CALIFORNIA, AND LYING 100.00 FEET EQUALLY ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF ELM AVENUE AND THE CENTER LINE OF PACIFIC STREET AS SHOWN ON PARCEL MAP NO. 032, RECORDED IN BOOK 51 OF PARCEL MAPS AT PAGES 87 AND 88, FRESNO COUNTY RECORDS; THENCE SOUTH 52° 20' 14" EAST ALONG SAID CENTER LINE OF PACIFIC STREET A DISTANCE OF 549.33 FEET TO THE POINT OF INTERSECTION WITH THE CENTER LINE OF SAID ABANDONED STRIP OF LAND; THENCE SOUTH 37° 38' 43" WEST ALONG SAID CENTER LINE A DISTANCE OF 610.00 FEET TO THE "TRUE POINT OF BEGINNING" OF THE CENTER LINE TO BE DESCRIBED; THENCE SOUTH 37° 38' 43" WEST ALONG SAID CENTER LINE A DISTANCE OF 1059.16 FEET TO POINT B AS SHOWN ON MAP RECORDED IN BOOK 27 OF RECORD OF SURVEYS AT PAGE 55, FRESNO COUNTY RECORDS AND THE TERMINUS OF THE CENTER LINE HEREIN DESCRIBED.

THE SIDE LINES OF SAID 200.00 FOOT STRIP OF LAND TO BE LENGTHENED OR SHORTENED TO TERMINATE, ON THE NORTH, IN A LINE PROJECTED NORTHWESTERLY AND SOUTHEASTERLY AT 90° TO SAID HEREIN ABOVE DESCRIBED CENTER LINE AT SAID "TRUE POINT OF BEGINNING" AND ON THE SOUTH BY THE SOUTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF PARCEL 3 OF PARCEL NAP 006 FILED IN BOOK 29 OF PARCEL MAPS AT PAGES 19 AND 20, FRESNO COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER MINERALS, WITH THE RIGHT TO PROSPECT FOR, MINE, AND REMOVE SAME AS RESERVED BY THE UNITED STATES OF AMERICA PURSUANT TO ACT OF CONGRESS APPROVED MARCH 8, 1922 (43 U.S. 912) IN THAT CERTAIN ACT ENTITLED, "AN ACT TO CONFIRM A CONVEYANCE OF CERTAIN REAL PROPERTY BY THE SOUTHERN PACIFIC TRANSPORTATION COMPANY TO ERNEST PRITCHETT AND HIS WIFE, DIANA PRITCHETT, AND FOR OTHER PURPOSES", APPROVED NOVEMBER 6, 1986 (PUBLIC LAW 99-614).

APN: 083-020-59
FNA: 083-0320-59SU

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

If you have any questions about the effect of this new law, please contact your local First American Office for more details.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions of area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or

created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE SCHEDULE OF EXCLUSIONS FROM COVERAGE

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970 WITH REGIONAL EXCEPTIONS

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy;
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
(iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

* land use

* land division

* improvements on the land

* environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your landThis exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998 **ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998**

Covered Risks 14 (Subdivision Law Violation), 15 (Building Permit), 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

a. building	b. zoning
c. land use	d. improvements on the land
e. land division	f. environmental protection

This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This exclusion does not limit the coverage described in Covered Risk 11 or 18.

12. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or area of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8 (e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification.
 This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. The following existing statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following item 28 of Covered Risks: NONE.

13. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) WITH REGIONAL EXCEPTIONS

When the American Land Title Association loan policy with EAGLE Protection Added is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 12 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:
Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Part Two:

1. The following existing statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following item 28 of Covered Risks: None.

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Tax Area
2-003
17-001
17-005

ST. 33



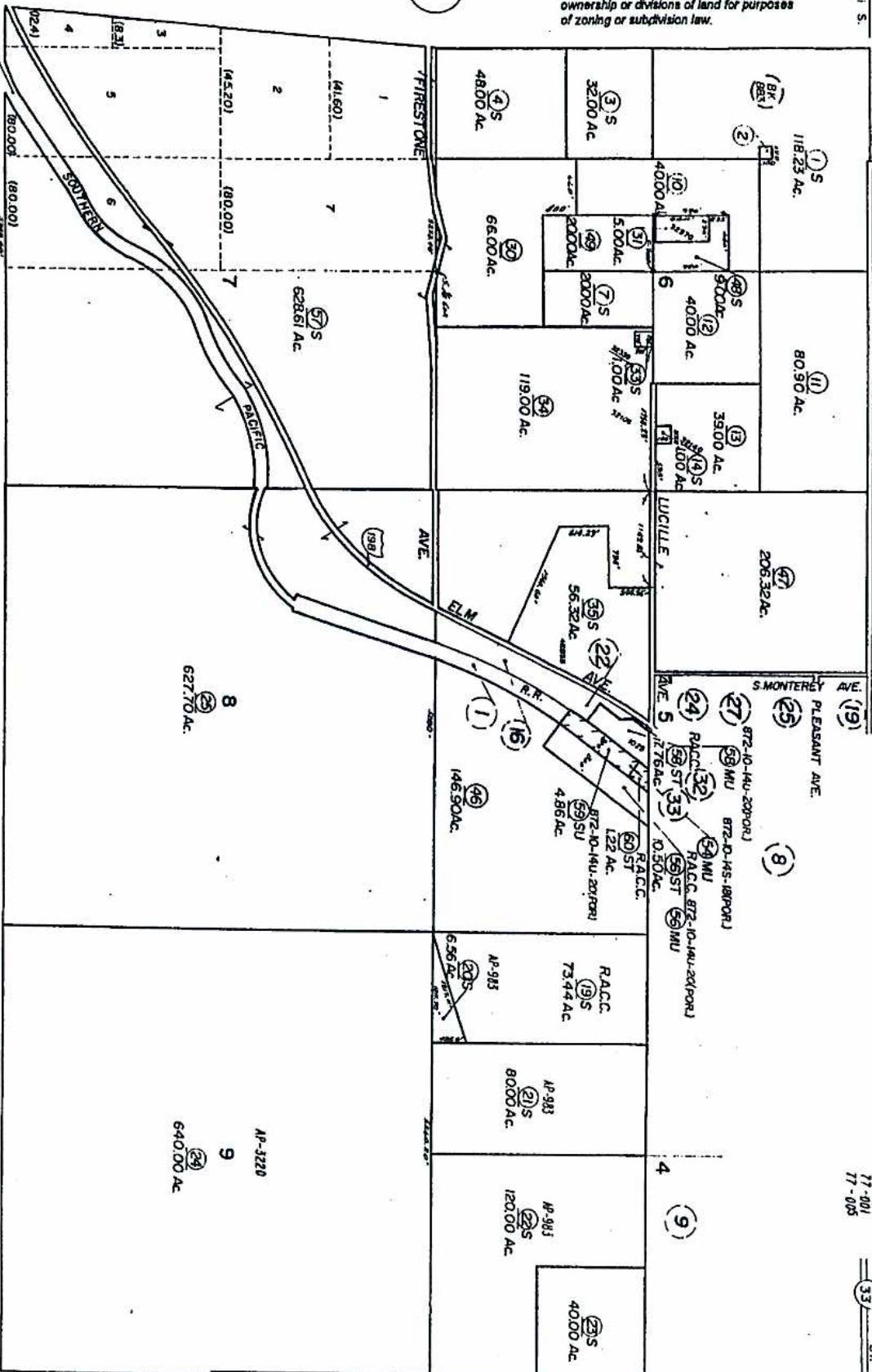
SEC. 6, 7, 8 89, POR. SEC. 4 85, T. 21 S, R. 15 E., M. D. B. & M.

Bk. 70
DERRICK AVE.
JAYNE

T. 20 S.
T. 21 S.

— NOTE —
This map is for Assessment purposes only.
It is not to be construed as portraying legal
ownership or divisions of land for purposes
of zoning or subdivision law.

Bk. 80



Agricultural Preserve

NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

SEP 1 8 2001

Assessor's Map Bk. 83 -Pg. 02
County of Fresno, Calif.



1961

Attachment 2
September 24, 1992 Deed Restriction
Amendment

COPY

SFUND RECORDS CTR
1633-93126

5

Return to:

David W. Long, Esq.
General Attorney
Southern Pacific Transportation
Company
One Market Plaza
8th Floor
San Francisco, CA 94105

RECORDED IN OFFICIAL RECORDS OF FRESNO COUNTY, CALIFORNIA AT <u>03</u> MIN. PAST <u>10A</u> M	
SEP 24 1992	
WILLIAM C. GREENWOOD County Recorder	FEE \$ <u>17</u>

AMENDED DEED RESTRICTION

(WASTE MANAGEMENT UNIT CONSTRUCTED ON PROPERTY OF SOUTHERN PACIFIC TRANSPORTATION COMPANY IN THE SOUTHERLY END OF THE TOWN OF COALINGA ALONG STATE HIGHWAY 198 (Elm Street), COALINGA, FRESNO COUNTY, CALIFORNIA)

This Amended Deed Restriction ("Amended Deed Restriction") is made as of August 28 1992 by the Southern Pacific Transportation Company ("Owner") which is the owner of record of certain real property situated in the City of Coalinga, County of Fresno, State of California, illustrated on the drawing and description attached hereto marked Exhibit A and incorporated herein by this reference (the "Property"), with reference to the following facts:

- A. The Property is the subject of a Consent Decree entered into by and between Owner and the United States of America on behalf of the United States Environmental Protection Agency in Case CIV # 89-1081-EFG/JFM in the United States District Court for the Eastern District of California ("Consent Decree").
- B. A copy of the Consent Decree is recorded as document # 90072305.
- C. Owner is obligated, pursuant to paragraph 2 of Appendix E to the Consent Decree, to file with the Recorder's Office in Fresno, California, a deed restriction prohibiting anyone in possession of the Property from taking any actions that would interfere with the maintenance or operation of the waste management unit constructed pursuant to the Consent Decree.
- D. Paragraph 3 of Appendix E to the Consent Decree states that any deed, title or other instrument of conveyance regarding the Property shall contain a notice that the Property is subject to the Consent Decree, setting

forth the status of the case, the case number, and the Court having jurisdiction therein.

- E. A deed restriction was recorded on June 22, 1990 concerning this matter. The June 22, 1990 recordation did not contain the actual boundaries of the waste management unit since it had not yet been constructed. It is the purpose of this filing to amend the June 22, 1990 recordation to specify the boundaries of the waste management unit to which the terms of the June 22, 1990 recordation apply.

NOW, THEREFORE, in accordance with the terms of the Consent Decree does Owner record this Amended Deed Restriction. Anyone in possession of the Property shall be prohibited by the Consent Decree or otherwise under law from taking any actions that would interfere with the maintenance or operation of the waste management unit constructed pursuant to the Consent Decree located near the southern end of the Town of Coalinga along the east side of Highway 198 (Elm Street) as documented in Attachment A.

IN WITNESS WHEREOF, the undersigned executes this Amended Deed Restriction on behalf of Owner as of the date first set forth above.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By:

David W. Long

Title:

Asst. General ~~Attorney~~ Counsel

Date:

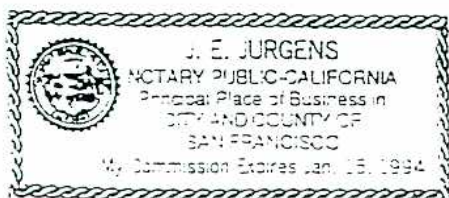
September 21 1992

STATE OF CALIFORNIA)

COUNTY OF SAN FRANCISCO)

On SEP 21, 1992, before me, the undersigned, a Notary Public in and for said state, personally appeared David W. Long, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as General Attorney of Southern Pacific Transportation Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same pursuant to authority contained in its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.



J. E. Jurgens

f f

EXHIBIT A

The boundary of the Waste Management Unit (WMU) is defined as described below and as depicted on the attached figure. An eight foot chain link fence follows this boundary line.

That parcel of land situated in Section 5, Township 21 South, Range 15 East Mount Diablo Meridian, in the City of Coalinga, County of Fresno, State of California, described as follows:

Beginning at a Point that bears North 37 degrees 38 minutes 43 seconds East, 122.95 feet from the northeasterly corner of Parcel 2, as shown on P. M. 006, recorded in Book 29 of Parcel Maps at pages 19 and 20 Fresno County records; said corner also being on the westerly Right-of-Way line of Southern Pacific Transportation Company as abandoned November 6, 1986, by Public Law 99-614;

Thence North 54 degrees 20 minutes 29 seconds West, leaving said Right-of-Way line, a distance 276.25 feet;

Thence North 37 degrees 06 minutes 18 seconds East a distance of 327.26 feet;

Thence South 51 degrees 38 minutes 34 seconds East a distance of 25.72 feet;

Thence South 37 degrees 37 minutes 15 seconds West a distance of 22.83 feet;

Thence South 51 degrees 40 minutes 43 seconds East a distance of 280.61 feet to the westerly line of said Right-of-Way;

Thence South 38 degrees 15 minutes 27 seconds West a distance of 290.39 feet;

Thence North 54 degrees 20 minutes 29 seconds West, a distance of 24.06 feet to the Point of Beginning.

029-019

Attachment 3
February 2006 Survey Results

Exhibit 'B'

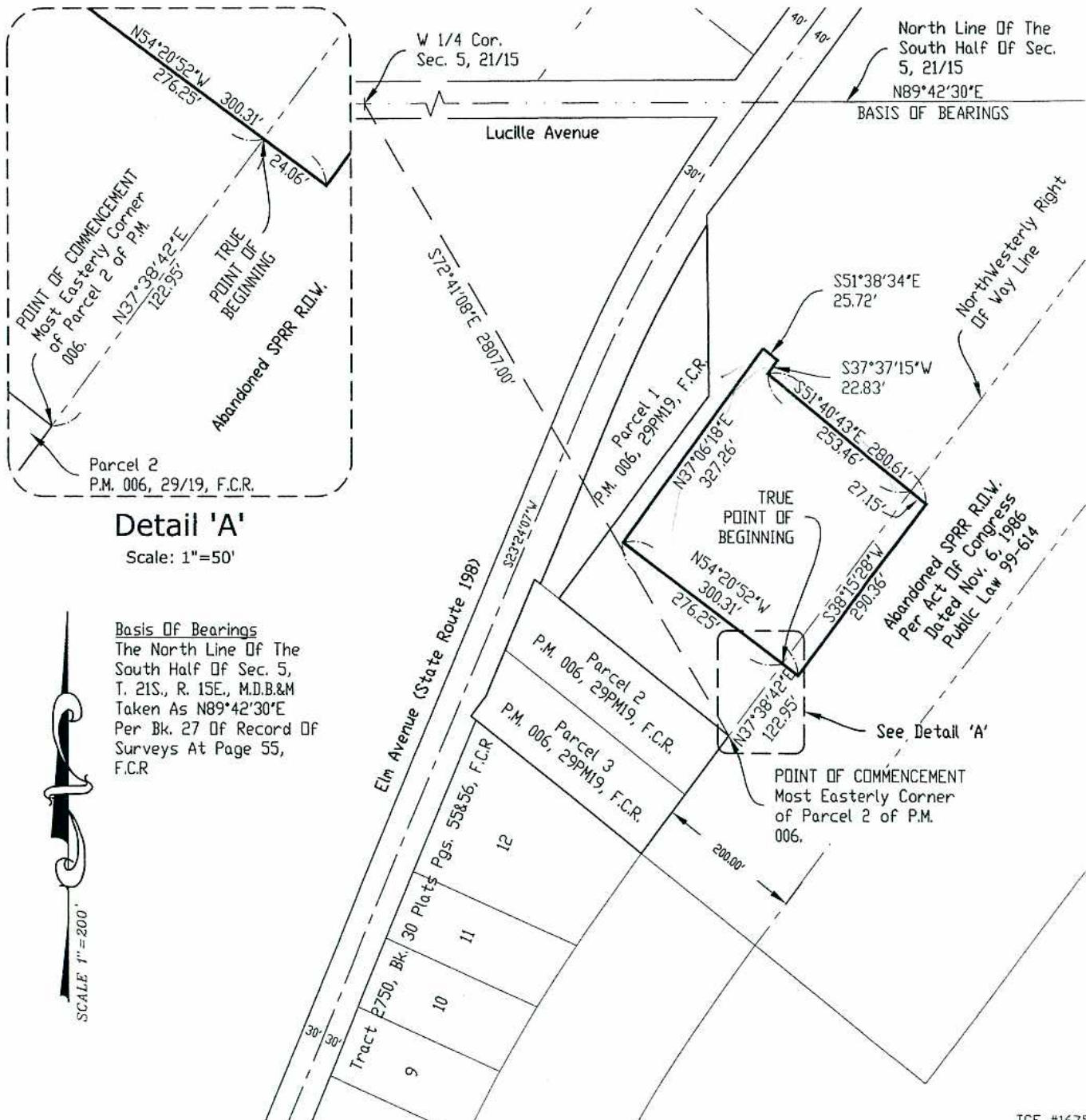
In the City of Coalinga, County of Fresno, State of California.
February 2006



Tri City Engineering
Engineers Surveyors

4630 W. Jennifer Ave., #101
Fresno, CA 93722-6415
PH: 559-447-9075
FAX: 559-447-9074
www.TriCityEngineering.com

192 E. Elm Ave., #102
Coalinga, CA 93210
PH: 559-935-6051
FAX: 559-935-6051



TCE #1675

EXHIBIT "A"
Legal Description

That certain parcel of land situated in the South Half of Section 5, Township 21 South, Range 15 East, Mount Diablo Base and Meridian, in the City of Coalinga, County of Fresno, State of California, the North line of said South Half of Section 5 being the Basis of Bearings for this description and taken as North 89°42'30" East per Book 27 of Record of Surveys at Page 55, Fresno County Records, being more particularly described as follows:

Commencing at the most easterly corner of Parcel 2 as shown on Parcel Map No. 006, recorded in Book 29 of Parcel Maps at Pages 19 and 20, Fresno County Records; said corner being on the westerly right-of-way line of the 200 foot wide railroad strip of Southern Pacific Transportation Company as abandoned on November 6, 1986, by Public Law 99-614; said corner also being South 72°41'08" East a distance of 2807.00 feet from the West Quarter Corner of said Section 5; thence North 37°38'42" East along the said westerly right-of-way line a distance of 122.95 feet to the TRUE POINT OF BEGINNING; thence the following courses;

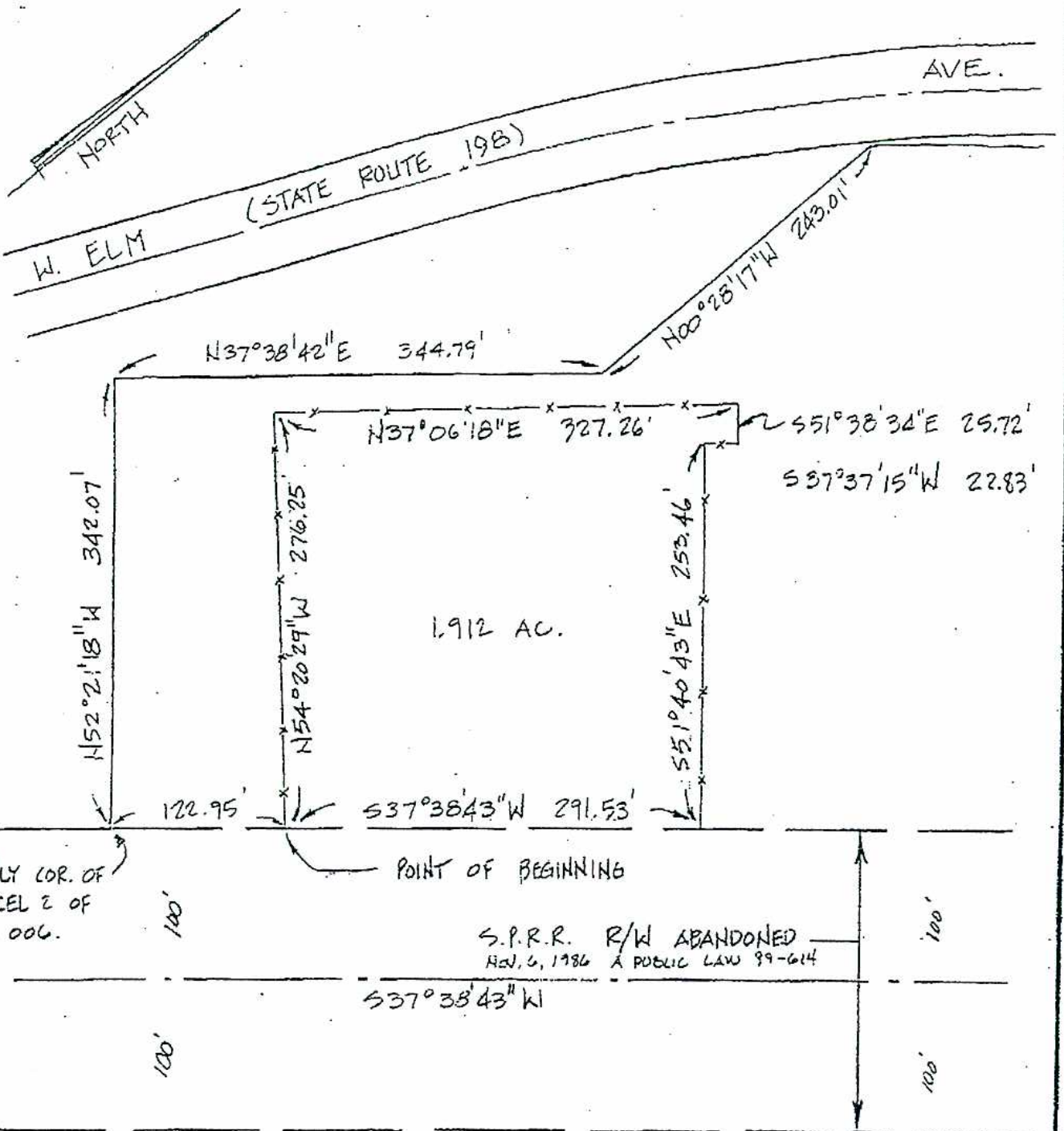
- 1) thence North 54°20'52" West leaving said westerly right-of-way line a distance of 276.25 feet;
- 2) thence North 37°06'18" East a distance of 327.26 feet;
- 3) thence South 51°38'34" East a distance of 25.72 feet;
- 4) thence South 37°37'15" West a distance of 22.83 feet;
- 5) thence South 51°40'43" East a distance of 253.46 feet to the said westerly right-of-way line of Southern Pacific Transportation Company,
- 6) thence South 51°40'43" East leaving said westerly right-of-way line a distance of 27.15 feet;
- 7) thence South 38°15'28" West a distance of 290.36 feet;
- 8) thence North 54°20'52" West a distance of 24.06 feet to the said westerly right-of-way line of Southern Pacific Transportation Company and TRUE POINT OF BEGINNING.

Said parcel contains 2.083 acres, more or less.

End description.

Prepared by: _____
Cris H. Robles, PLS 5503

Date: _____



TRI-CITY ENGINEERING

390 COALINGA PLAZA
COALINGA, CA 93210

Civil Engineers

Land Surveyors

(209) 935-6051

Date: 1-27-92
By: C. ROBLES

Scale:
1" = 100'

Rev.

Dwg. No.

2 of 3

SOUTHERN PACIFIC TRANSPORTATION COMPANY
"COALINGA ASBESTOS BURIAL SITE"

SCALE: 1" = 100'

NORTH

STREET

W. ELM

N37°38'43"E 343.90'

N0°28'16"E

P.M. NO. 00-
BK 29, PG. 19
F.C.R.

N52°21'17"W 299.88'

N12°13'00"E

291.28'

ACCESS
TUBES

7.20'

7.97'

123.78'

24.00'

414.16'

27'

S01°51'45"E

332.37'

N75°41'56"E

486.55'

SLIKV
(3-7)

Attachment 4
Stipulated Judgment Quieting Title

Bacigalupi, Neufeld & Rowley

Craig M. Mortensen (95683)
 1111 E. Herndon Ave., Ste. 219
 Fresno, California 93720
 Tel 559.431.6850
 Fax 559.431.4216

Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT FOR THE
 EASTERN DISTRICT OF CALIFORNIA**

* * * * *

City of Coalinga,

Plaintiff,

v.

Union Pacific Railroad Company, a Delaware
 Corporation, formerly known as Southern Pacific
 Transportation Company; County of Fresno;
 Pleasant Valley Water District; Coalinga-Huron
 Recreation and Park District; State of California;
 Southern Pacific Railroad Company, a California
 Corporation; Southern Pacific Land Company, a
 Corporation; Southern Pacific Company, a
 Delaware Corporation; Standard Oil Company of
 California, a Delaware Corporation; Pacific Gas
 & Electric; Southern Pacific Transportation
 Company; the United States of America; All
 Persons Unknown, Claiming Any Legal or
 Equitable Right, Title, Estate, Lien, or Interest in
 the Property Described in the Complaint Adverse
 to Plaintiff's Title, or any Cloud on Plaintiff's
 Title Thereto; and DOES 1 through 100,
 inclusive,

Defendants.

Case: 1:05-CV-00210-OWW-
 SMS

**STIPULATED JUDGMENT
 QUIETING TITLE**

**APN 900-700-12
 (formerly APN 083-020-59SU)**

The court having determined that all Defendants except Defendants Coalinga-Huron
 Recreation and Park District, Standard Oil Company of California, and County of Fresno
 have either disclaimed any interest in the subject real property, or have defaulted, and further
 having determined that the Defendants against whom the case is at issue and Plaintiff hereby
 stipulate to the entry of judgment as set forth herein, the court therefore enters judgement in
 favor of Plaintiff as follows:

1 IT IS ADJUDGED, ORDERED AND DECREED that:

2 1. As of October 1, 2005, Plaintiff City of Coalinga was the sole owner of the title
3 in fee simple absolute to the real property which is the subject of this action, known as APN
4 900-700-12, formerly known as APN 083-020-59SU, which parcel of real property is more
5 particularly described in Exhibit "A" attached hereto and incorporated herein as though fully
6 set forth hereafter.

7 2. Plaintiff's title is subject to the following exceptions:

8 As to Defendant County of Fresno: Property taxes, including any personal
9 property taxes and any assessments collected with taxes, for the fiscal year 2004-2005.

10 As to Defendant Coalinga-Huron Recreation and Park District: Any and all
11 levied and unpaid assessments under the Coalinga-Huron Recreation and Park District
12 Landscape & Lighting Maintenance District 1993-1A.

13 As to Defendant Standard Oil of California: Plaintiff has not made a claim for
14 nor does Plaintiff claim any right, title or interest in the oil, gas and other minerals, including
15 the right to mine and remove same from the subject property.

16 3. Defendants Union Pacific Railroad Company, a Delaware Corporation, formerly
17 known as Southern Pacific Transportation Company; Pleasant Valley Water District; State
18 of California; Southern Pacific Railroad Company, a California Corporation; Southern
19 Pacific Land Company, a Corporation; Southern Pacific Company, a Delaware Corporation;
20 Pacific Gas & Electric; Southern Pacific Transportation Company; the United States of
21 America; and "All Persons Unknown, Claiming Any Legal or Equitable Right, Title, Estate,
22 Lien, or Interest in the Property Described in the Complaint Adverse to Plaintiff's Title, or
23 any Cloud on Plaintiff's Title Thereto", own no right, title, estate, interest, or lien,
24 whatsoever in the subject property.

25 4. Plaintiff shall not recover its costs from Defendants.

26
27 (The remainder of this page, page 2, is intentionally left blank.)
28

1 IT IS SO STIPULATED.

2

3 October 17, 2005

Dennis A. Marshall, County Counsel

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By /s/ Bruce B. Johnson

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Bruce B. Johnson, Jr., Senior Deputy
County Counsel, Attorneys for
Defendant County of Fresno

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7 October 4, 2005

Emerich & Fike

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By /s/ David A. Fike

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David A. Fike, Attorneys for
Defendant Coalinga-Huron Recreation
and Park District

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12 October 17, 2005

/s/ Ralph E. Mayo

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Ralph E. Mayo, Senior Counsel,
ChevronTexaco, successor in interest
to Defendant Standard Oil Company
of California

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16 October 19, 2005

Bacigalupi, Neufeld & Rowley

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By /s/ Craig M. Mortensen

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Craig M. Mortensen, Attorneys for
Plaintiff

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20 IT IS SO ORDERED.

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/s/ OLIVER W. WANGER

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October_20__, 2005

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Oliver W. Wanger
United States District Judge

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